

**THE
GREENBRIER
COMPANIES**

The Greenbrier Companies

One Centerpointe Drive Suite 200
Lake Oswego Oregon 97035
503 684 7000

RECORDATION NO. **18141** FILED 1425

MAR 1 1993 3:10 PM

INTERSTATE COMMERCE COMMISSION

3-060A064

February 25, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th and Constitution Avenues, N.W.
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) originals and two (2) photocopies of a Bill of Sale dated as of February 12, 1993, a primary document as defined in the Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed document are:

Seller: Greenbrier Leasing Corporation
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Purchaser: Tobacco Valley Lumber Company
P.O. Box 2590
Kalispell, MT 59903-2590

A description of the railroad equipment covered by the enclosed document is:

Thirty (30) center partition lumber flatcars marked and numbered
WCRC 2000 - WCRC 2029, inclusive.

Also enclosed is a payment of \$16 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

MAR 1 3 06 PM '93

Mr. Sidney L. Strickland, Jr.

February 25, 1993

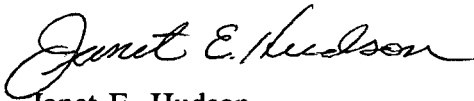
Page 2

Kindly return stamped copies of the enclosed document not needed for your files to the undersigned.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Bill of Sale between Greenbrier Leasing Corporation, Seller, and Tobacco Valley Lumber Company, Purchaser covering thirty (30) center partition lumber flatcars marked and numbered WCRC 2000 - WCRC 2029, inclusive.

Sincerely,

A handwritten signature in cursive script that reads "Janet E. Hudson".

Janet E. Hudson
Administrative Assistant

jeh
Enclosure

cc: Charles T. Kappler, Esq.

Interstate Commerce Commission
Washington, D.C. 20423

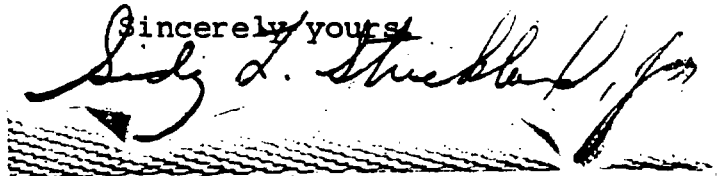
3/2/93

OFFICE OF THE SECRETARY

Janet E. Hudson
The Greenbrier Companies
One Centerpointe Drive
Suite 200
Lake Oswego, Oregon 97035

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/1/93 at 3:10pm, and assigned re-
recording number(s). 18141

Sincerely yours,

Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30
(7/79)

MAR 1 1993 3:10 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

In consideration of the sum of \$1.00 and other good and valuable consideration receipt of which is hereby acknowledged, Greenbrier Leasing Corporation ("Seller"), does hereby sell and transfer to Tobacco Valley Lumber Company, a Montana corporation ("Purchaser") the following described railroad equipment ("Cars"):

Thirty (30) center partition lumber flatcars marked and numbered WCRC 2000 - WCRC 2029, inclusive.

SELLER REPRESENTS AND WARRANTS THAT IT OWNS THE CARS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES AND HAS FULL POWER, RIGHT, AND AUTHORITY TO CONVEY TITLE THERETO. EXCEPT FOR SELLER'S EXPRESS WARRANTY ABOVE, PURCHASER ACKNOWLEDGES THAT THE CARS ARE SOLD IN AN "AS IS WHERE IS" CONDITION WITH ALL FAULTS AND THAT SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE CARS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE CARS, PARTS, MATERIALS, OR THE LIKE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND SELLER SHALL NOT BE LIABLE, IN CONTRACT, TORT, OR STRICT LIABILITY FOR ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL LOSS OR DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING, OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY CARS. SELLER HEREBY ASSIGNS TO PURCHASER ALL RIGHTS AND BENEFITS OF ANY MANUFACTURER'S OR REPAIR SHOP'S WARRANTIES WHICH MAY EXIST.

This is a final and exclusive expression of the agreement of the Seller and the Purchaser and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this agreement.

By acceptance of delivery of said equipment, the Purchaser acknowledges that the Purchaser has either examined said equipment as fully as desired, or has been given the opportunity for such examination and has refused to make such examination.

IN WITNESS WHEREOF, Seller has executed this instrument this 12th day of February, 1993.

GREENBRIER LEASING CORPORATION

By: Norris M. Webb

Title: Vice President

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STATE OF OREGON

)
) ss.
)

COUNTY OF CLACKAMAS

On this 25th day of February, 1993, before me personally appeared Norriiss M. Webb, to me personally known, who being by me duly sworn, says that he is the Vice President of Greenbrier Leasing Corporation that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Janet E. Nielson
NOTARY PUBLIC

My commission expires: 5/28/94

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